

**CONTRACT #3
RFS # 402.30-967
FA (Number Pending)**

**Department of
Transportation**

**VENDOR:
University of Tennessee**



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
SUITE 700, JAMES K. POLK BUILDING
NASHVILLE, TENNESSEE 37243-0349
(615) 741-2848**

**GERALD F. NICELY
COMMISSIONER**

**PHIL BREDESEN
GOVERNOR**

February 7, 2008

MEMORANDUM

RECEIVED

FEB 25 2008

FISCAL REVIEW

**TO: M.D. Goetz, Jr.,
Commissioner F & A**

**FROM: Gerald F. Nicely,
Commissioner**

SUBJECT: Request for Non-Competitive Contract with the University of Tennessee

The Tennessee Department of Transportation (TDOT) requests non-competitive contract approval to procure distance learning masters degree courses in Civil Engineering from the University of Tennessee Knoxville (UTK). UTK has provided this training in a real-time format from their classrooms, via connection through the internet, to our engineers. These services have been purchased over the past 4 years using State funding from our Human Resources Division. Civil Engineers with a Masters Degree can be assigned advanced level projects. A Professional Engineering License (PE) is essential and critical to the department as Federal law dictates that only an engineer with a PE may validate certain documents for projects.

UTK's Civil Engineering Department focuses on the needs of transportation engineering. Even though other state universities offer Master's Degrees in Civil Engineering, none of them have developed the capability to enable our personnel to enroll in real-time classroom course work.

UTK already has the process in place to enable our employees to enroll in the program. The masters core curriculum has already been established which focuses on transportation issues. UTK and TDOT have spent a great deal of time and resources to develop this program. We have 30 to 35 engineers in this program; another university may not accept many of the credits already obtained.

Your consideration of this request is appreciated.

GFN:KB:GJ:BW

CC: James W. White, Fiscal Review Executive Director

REQUEST: NON-COMPETITIVE CONTRACT

APPROVED

RECEIVED

FEB 25 2008

FISCAL REVIEW

Commissioner of Finance & Administration

Date:

Each of the request items below indicates specific information that must be individually detailed or addressed as required. A request can not be considered if information provided is incomplete, non-responsive, or does not clearly address each of the requirements individually as required.

1) RFS #	402.30-967	
2) State Agency Name :	Department of Transportation	
3) Service Caption :	Provide Graduate Degree courses via Distance Learning in Civil and Environmental Engineering	
4) Proposed Contractor :	University of Tennessee	
5) Contract Start Date : (attached explanation required if date is < 60 days after F&A receipt)	July 1, 2008	
6) Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :	June 30, 2013	
7) Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :	\$567,500.00	
8) Approval Criteria : (select one)	<input type="checkbox"/> use of Non-Competitive Negotiation is in the best interest of the state <input checked="" type="checkbox"/> only one uniquely qualified service provider able to provide the service	
9) Description of Service to be Acquired :	Distance Learning Masters Degree courses in Civil Engineering and Environmental Engineering. To obtain real time format via connection through computers to the internet from University of Tennessee Knoxville classrooms.	
10) Explanation of the Need for or Requirement Placed on the Procuring Agency to Acquire the Service :	The Department of Transportation is composed of a large number of civil engineers. To ensure effective and efficient use of these resources and assign them to projects on a more advanced level, we have determined that civil engineers with a Masters degree would be able to easily accomplish these more sophisticated level duties. This Professional Engineering License (PE) is essential and critical to the department because Federal laws dictate that only an engineer with a PE will be able to validate certain documents for projects.	
11) Explanation of Whether the Procuring Agency Bought the Service in the Past, & if so, What Procurement Method It Used :	These services have been procured in the past through the non-competitive process. Previous Contracts: ED-06-01889-00 and ED-05-01665-00	
12) Name & Address of the Proposed Contractor's Principal Owner(s) : (not required if proposed contractor is a state education institution)		
13) Evidence of the Proposed Contractor's Experience and Length of Experience Providing the Service :		

The University of Tennessee has a Civil Engineering Department that focuses on the needs of transportation (civil) engineering. The distance learning program has developed the technology that allows the student to be in the classroom in real time.

14) Documentation of Office for Information Resources Endorsement :
(required only if the subject service involves information technology)

select one:

☒ Documentation Not Applicable to this Request

☐

Documentation Attached to this Request

15) Documentation of Department of Personnel Endorsement :
(required only if the subject service involves training for state employees)

select one:

☐ Documentation Not Applicable to this Request

☒

Documentation Attached to this Request

16) Documentation of State Architect Endorsement :
(required only if the subject service involves construction or real property related services)

select one:

☒ Documentation Not Applicable to this Request

☐

Documentation Attached to this Request

17) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :

Even though other State Universities offer Masters Degrees, none of these universities has the capability to enable our personnel to enroll in real-time classroom course work. The courses that our employees are enrolled in are the courses that were identified by our Executives in conjunction with the University of Tennessee Research Center staff and Transportation Center staff engineers. In addition, T.C.A. 54-1-118 states: The Commissioner (of Transportation) is hereby authorized and empowered to enter into a contract or contracts with the University of Tennessee relative to the development and testing of new materials to be used in constructing and maintaining roads, bridges, and highways, relative to the development of more economical methods of designing, constructing and maintaining roads, bridges and highways, and relative to the training of personnel in the fundamentals of highway engineering. After this law was written, the Research Center was established at UT and when our research projects meet one of the aforementioned criteria, we contract with UT.

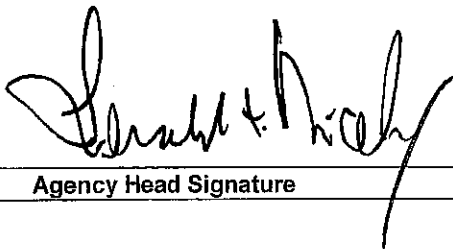
18) Justification of Why the State Should Use Non-Competitive Negotiation Rather Than a Competitive Process:

(Being the "only known" or "best" service provider to perform the service as desired will not be deemed adequate justification.)

The University of Tennessee has already initiated a process to enable our employees to enroll in their Distance Learning program. We have the core curriculum established with the university. It is a curriculum that focuses on Civil Engineering, with emphasis on transportation issues. The University has spent a great deal of time and fiscal resources to develop this program for us. To disapprove our renewal of this would result in substantial fees for re-development and other miscellaneous costs. In addition to this we have thirty to thirty-five engineers in a program that could be initiated by another university that would not be allowed to accept a great deal of credits which they have already obtained from the University of Tennessee. We have spent approximately \$650,000, dollars over the last six years to keep this curriculum as an ongoing part of our training program.

REQUESTING AGENCY HEAD SIGNATURE & DATE :

(must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)



Agency Head Signature

2/22/08
Date

**FAX TRANSMITTAL**

TO : Department of Human Resources **FAX # 532-0728**
FROM : Brenda Waldron, Contract Review **FAX # 532-5988**
DATE : 1/25/08
RFS # 402,30-967

RE : Procurement Endorsement — Graduate Civil Engineering Courses
via Distance Learning

NUMBER OF FAX PAGES (including cover) : 12

The nature and scope of service detailed in the attached service procurement document(s) appears to require Department of Human Resources review and support, because the procurement involves training of state employees.

This communication seeks to ensure that the Department of Human Resources is aware of the procurement and has an opportunity to review the matter. Please determine whether the Department of Human Resources is supportive of the procurement. If you have any questions or concerns about this matter, please call Brenda Waldron at (615) 741-1645 or Gll Jones at (615) 741-3565.

Please indicate below your response to this proposed procurement, and return this communication at your earliest convenience (note the return FAX number above).

Thank you for your help.

Brenda Waldron

Attachment(s)

Department of Human Resources :

Deborah E. Story^{ml}, Commissioner

Signature, Title & Date

2-4-'08

CONTRACT SUMMARY SHEET

121107

RFS #				Contract #			
402.30-967				RECEIVED			
State/Agency				State/Agency/Division			
Department of Transportation				Human Resources			
Contractor Name				Contractor ID# (FEIN or SSN)			
University of Tennessee				<input checked="" type="checkbox"/> C- or <input type="checkbox"/> V- C626001636-02			
Service Description							
Provide Graduate Degree courses via Distance Learning in the area of Civil Engineering							
Contract BEGIN Date		Contract END Date		Subrecipient or Vendor?		CFDA #	
1-Jul-08		30-Jun-13		Vendor			
Mark Each TRUE Statement							
<input checked="" type="checkbox"/> Contractor is on STARS				<input checked="" type="checkbox"/> Contractor's Form W-9 is on file in Accounts			
Allotment Code		Cost Center		Object Code		Fund	
402.3		88		1301		21	
Funding Grant Code		Funding Subgrant Code		Funding Grant Code		Funding Subgrant Code	
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount		
09	\$127,500.00				\$ 127,500.00		
10	110,000.00				\$ 110,000.00		
11	\$110,000.00				\$ 110,000.00		
12	\$110,000.00				\$ 110,000.00		
13	\$110,000.00				\$ 110,000.00		
					\$ -		
TOTAL	\$ 567,500.00	\$ -	\$ -	\$ -	\$ 567,500.00		
COMPLETE FOR AMENDMENTS ONLY				State/Agency Fiscal Contact & Telephone			
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	Kenitha Reed, Suite 800 JKP, Nashville, TN 37243 (615)741-7773				
			State/Agency Budget Officer Approval				
			Funding Certification (certification required by TCA §9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)				
TOTAL	\$ -	\$ -					
End Date							
Contractor Ownership (complete for ALL base contracts - N/A to amendments or delegated authorities)							
<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business	<input type="checkbox"/> Government			
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input checked="" type="checkbox"/> NOT Minority/Disadvantaged				
Contractor Selection Method (complete for ALL base contracts - N/A to amendments or delegated authorities)							
<input type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation*	<input type="checkbox"/> Alternative Competitive Method*					
<input checked="" type="checkbox"/> Non-Competitive Negotiation*	<input type="checkbox"/> Negotiation w/ Government (ID, GG, GU)						
Procurement Process Summary (complete for Non-Competitive Negotiation, Competitive Negotiation, OR Alternative Method)							

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF TRANSPORTATION
AND
UNIVERSITY OF TENNESSEE**

This Contract, by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and University of Tennessee, hereinafter referred to as the "Contractor," is for the provision of Graduate Level Engineering Courses, as further defined in the "SCOPE OF SERVICES."

Contractor Federal Employer Identification Number: C626001636-02

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all service and deliverable as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Contract.
- A.2. The Contractor shall provide Graduate degree courses via distance learning to personnel of the State. These courses shall be provided by the Civil and Environmental Engineering Department. Required courses are described in Exhibit A.
- A.3. The Contractor agrees to conduct the technical courses. Course offerings will be a minimum of once every three years; dates and times will be at the Contractor's discretion. Class titles to be required include, but are not limited to, the following areas.
- CE 521 Pavement Design
 - CE 530 Advance Soil Mechanics and Slope Stability
 - CE 531 Soil Stabilization
 - CE 541 Construction Management 2
 - CE 552 Traffic Engineering – Operations (3)
 - CE 561 Finite Elements Applications in Structural Engineering
 - CE 565 Structural Dynamics
 - CE 571 Behavior of Steel Structures
 - CE 573 Prestressed Concrete
 - EV 524 Sediment Transport
 - EV 530 Urban Hydrology and Stormwater Engineering
- A.4. The Contractor agrees to offer the following core classes a minimum of once every two years. Dates and times will be at the Contractor's discretion.
- CE 540 Construction Management 1
 - CE 574 Behavior of Reinforced Concrete Members
 - CE 522 Asphalt Concrete Mix Design
 - CE 553 Geometric Design and Layout of Roadways and Community Facilities (3)
 - CE 452/551 Traffic Engineering – Characteristics (3) Driver-Vehicle-Roadway
 - EV 525 Soil Erosion and Sediment Control
- A.5. The Contractor will provide the State's participants access to classrooms via distance learning systems. The Office of University Outreach and Continuing Education will provide access to twenty-five students (or more at the discretion of the Contractor) in real time internet connection to each class. Access to all State personnel and or their representatives will be an ongoing responsibility of the Contractor.
- A.6. The Contractor will provide each of the State's participants their final class grades in a timely manner not to exceed two weeks of the final class date.

- A.7. The Contractor will not penalize the State's participants for the Contractor's or State's failure to resolve billing issues in a timely manner with holds on registration for upcoming semester enrollments or graduation from this program.

B. CONTRACT TERM:

This Contract shall be effective for the period commencing on July 1, 2008 and ending on June 30, 2013. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Five Hundred Sixty-Seven Thousand Five Hundred Dollars and No Cents (\$567,500.00). The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1.
- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in Section A.
 - b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
Per Student Per Class, Fall Semester	Rate of Tuition but not to exceed \$1,700.00
Per Student Per Class, Spring Semester	Rate of Tuition but not to exceed \$1,700.00
Per Student Per Class, Summer Semester	Rate of Tuition but not to exceed \$1,700.00.

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

- C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in Section C.3, above, and as required below prior to any payment.
- a. The Contractor shall submit invoices no more often than monthly, with all necessary supporting documentation, to:
- Tennessee Department of Transportation
505 Deaderick Street
James K. Polk Building, Suite 400
Nashville, TN 37243
- b. The Contractor agrees that each invoice submitted shall clearly and accurately (all calculations must be extended and totaled correctly) detail the following required information.
- (1) Invoice/Reference Number (assigned by the Contractor);
 - (2) Invoice Date;
 - (3) Invoice Period (period to which all invoiced charges are applicable);
 - (4) Contract Number (assigned by the State to this Contract);
 - (5) Account Name: Department Of Transportation, Human Resources Division;
 - (6) Account/Customer Number (uniquely assigned by the Contractor to the above-referenced Account Name);
 - (7) Contractor Name;
 - (8) Contractor Federal Employer Identification Number or Social Security Number (as referenced in this Contract);
 - (9) Contractor Contact (name, phone, and/or fax for the individual to contact with billing questions);
 - (10) Contractor Remittance Address;
 - (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service or Milestone Description (including name /title as applicable) of each service invoiced;
 - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced;
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced;
 - iv. Amount Due by Service; and
 - v. Total Amount Due for the invoice period.
- c. The Contractor understands and agrees that an invoice to the State under this Contract shall:
- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
 - (2) not include any future work but will only be submitted for completed service; and
 - (3) not include sales tax or shipping charges.
- d. The Contractor agrees that timeframe for payment (and any discounts) begins when the State is in receipt of each invoice meeting the minimum requirements above.
- e. The Contractor shall complete and sign a "Substitute W-9 Form" provided to the Contractor by the State. The taxpayer identification number contained in the Substitute W-9 submitted to the State shall agree to the Federal Employer Identification Number or Social Security Number referenced in this Contract for the Contractor. The Contractor shall not invoice the State for services until the State has received this completed form.
- C.6. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.8. Deductions. Pursuant to *Tennessee Code Annotated*, Section 9-4-604, the State is not to issue warrants for payments to persons who are in default to the State until such arrearages are paid. If applicable to the Contractor, the Contractor agrees that, should such an arrearage exist during the term of this Contract, the State shall have the right to deduct from payments due and owing to the Contractor any and all amounts as are necessary to satisfy the arrearage. Should a dispute arise concerning payments due and owing to the Contractor under this Contract, the State reserves the right to withhold said disputed amounts pending final resolution of the dispute.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.

D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least sixty (60) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Any liability of the Contractor to the State and third parties for any claims, losses, or costs arising out of or related to acts performed by the Contractor under this agreement shall be governed by the Tennessee Claims Commission Act, *Tennessee Code Annotated*, Section 9-8-301, *et seq.*

D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract below pertaining to "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.

D.6. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.7. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of

the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

- D.8. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.9. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.10. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.11. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create a employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services.
- D.12. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.13. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, natural disasters, riots, wars, epidemics or any other similar cause.
- D.14. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.15. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.16. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Gilbert O. Jones Jr., Human Resources Manager
Tennessee Department of Transportation
Suite 400, James K. Polk Building
Nashville, Tennessee 37243-0327
gilbert.jones@state.tn.us

(615) 741-3565
(615) 253-1477

The Contractor:

Dr. Dayakar Penumadu, Interim Department Head
University of Tennessee, Civil and Environmental Engineering Department
223 Perkins Hall, University of Tennessee
Knoxville, Tennessee 37996-2010
cee@utk.edu
(865) 974-2503
(865) 974-2669

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date.
- E.4. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:
- a. The Contract document and its attachments.
 - b. The University of Tennessee Graduate Course Catalog

IN WITNESS WHEREOF:

UNIVERSITY OF TENNESSEE:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TENNESSEE DEPARTMENT OF TRANSPORTATION:

GERALD F. NICELY
COMMISSIONER

DATE

JOHN REINBOLD, GENERAL COUNSEL
APPROVED AS TO FORM AND LEGALITY

DATE

APPROVED:

M. D. GOETZ, JR., COMMISSIONER
DEPARTMENT OF FINANCE AND ADMINISTRATION

DATE

DEBORAH E. STORY, COMMISSIONER
DEPARTMENT OF HUMAN RESOURCES

DATE

JOHN G. MORGAN, COMPTROLLER OF THE TREASURY

DATE

EXHIBIT A

Distance Classes

Course	Name	Fa07	Sp08	Su08	Fa08	Sp09	Su09	Fa09	Sp10	Su10
CE 474	Reinforced Concrete Design		JM							
CE 521	Pavement Design					BH				
CE 522	Mix Design for Asphaltic and Portland-Cement Concrete							BH		
CE 530	Advanced Soil Mechanics & Slope Stability							DP		
CE 531	Soil Stabilization			WR						
CE 538	Finite Element Applications in Geotechnical Engineering	ED								
CE 540	Construction Management I		HD						X	
CE 543	Construction Estimating				X					
CE 551	Traffic Engr - Characteristics	LH						LH		
CE 552	Traffic Engr - Operations		TU							
CE 553	Geo Design & Layout of Roadways & Community Facilities				CRC					
CE 558	Planning & Transportation								CRC	
CE 561	Finite Element Applications in Structural Engineering	RB								
CE 565	Structural Dynamics					RB				
CE 571	Behavior of Steel Structures				QZ					
CE 573	Prestressed Concrete					JM				
CE 574	Behavior of Reinforced Concrete	EB						EB		
EV 525	Soil Erosion & Sediment Yield		DY							
EV 530	Urban Hydrology and Stormwater Engineering					JB				
EV 551	Physicochemical Processes	QH								